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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 INCIDENTAL SERVICES, TRAVEL, AND EXPENSES

Unless separately priced and awarded, the cost of all services, travel, and any other expenses incurred incident to performance of work shall be borne by the contractor.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 C - STATEMENT OF WORK

Statement of Work

1.0 Introduction

The House of Representatives wishes to replace/refurbish its existing Radamec Robotic Camera System. The existing system has been in successful operation for more than 15 years. The system comprises:

- -- 6 Pan and tilt Heads
- -- 6 Head Control Units
- -- 7 Operator Control Panels
- -- 1 Cue Computer system with 6 Touch Screens

2.0 General Requirements

- --Work should commence as soon as possible after award and shall be concluded no later than August 30, 2006.
- --The refurbishment and installation of equipment shall not negatively affect the normal operation of the House Recording Studio with regard to the televising of the House Floor Proceedings.
- --Vendor will provide fully functional loaner Radamec Type 425 pan & tilt heads while refurbishing existing House-owned pan & tilt heads.
- --The system will be installed by the vendor selected and tested under the guidance of House Recording Studio personnel.
- -- The vendor will provide training manuals and direct training sessions to allow House Recording Studio staff to operate all components of the system.
- -- The vendor selected will be required to offer a sustainment and support program that can be utilized by the House.

2.1 Pan and Tilt Heads

The existing Radamec Type 425 pan and tilt heads will be refurbished and re-used. These heads are mechanically sound and their profile with "over the top" camera mounting arrangement makes them ideal in this installation.

The refurbishment of the 425 heads will include the replacement of:

- --Potentiometers
- --Motors
- -- Tachometers
- --Belts

In addition, a complete and thorough servicing and testing of the remainder of parts with replacement where appropriate is required.

2.2 Control System and Electronics

All of the control panels, robotic head electronics and cueing computer equipment are to be replaced with modern state-of-the-art equipment.

2.2.1 Control Panels

The new Control Panels must be similar or identical to the existing control panels with respect to functionality and layout of the controls. This approach will ensure immediate familiarity for operational staff and the continuity of a control philosophy that has been proven to be successful in the House of Representatives for many years. The specification of the control panels is shown in section 3.2.

2.2.2 Robotic Head Control Electronics

The electronics unit that controls the pan, tilt, zoom and focus axis will be co-located with each of the refurbished 425 heads. The new electronics should be of the latest version and designed within the last 5 years to avoid early obsolescence of designed-in components. Preference will be given to the vendors offering off-the-shelf electronic cards where appropriate allowing ease of purchase of these items (or compatible alternatives) for a considerable time beyond the end of any warranty period. The specification of the head electronics is shown in section 3.3.

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2.2.3 Interconnectivity

Connection between the control panels, cue computer and the Head Electronics will be via Ethernet CAT 6 and Single Mode Fiber Optic lines. This will allow maximum flexibility and the ability to extend the system if required in the future.

Design and implementation of the Ethernet system must be such that the failure of a single component of the system does not result in the operational loss of more than one control panel or one camera within the network. The same shall be true for the dedicated fiber optics network.

2.2.4 Cue Computer

Two cue computers will be provided. Each will have the ability to control all of the cameras in the system. The cue computers will connect to 8 Touch Screens, one for each camera operator position.

The cue computer will function in the Radamec "Spotter Camera" operational mode. In this mode, a single (existing) spotter camera is mounted above the centre of the Chamber looking down. The output from this spotter camera provides a "birds-eye" view of the Chamber and the activity within it. This output is displayed on all of the touch screens. The touch screens are programmed to initiate cameras to move to pre-stored shots dependant on where the touch screen is touched.

The birds-eye spotter camera output will be displayed on the top 2/3rd of the touch screen. The lower 1/3 will show live video, in small windows, from the 8 chamber cameras as well as a number of cue computer operator selectable functions.

The specification of the cue computer is shown in section 3.4.

3.0 Specifications

3.1 425 Pan and Tilt Head - Required Refurbishment of 6 Units

- --Mechanical travel pan: 350°
- --Mechanical travel tilt; ± 45°
- --Maximum speed; 40° / sec
- --Minimum smooth speed; less than 0.1 ° / sec
- --Repeatability: 3 mins. of arc
- --Maximum payload; 90 kg (198 lb)
- --Weight of head; 28 kg (61 lb)

3.2 Control Panels - 8 Units Required

3.2.1 Operational Functionality and layout to be similar or identical to the Radamec Shot Control Panel Mk 1.

3.2.2 Operator Controls:

- -- Three axis joystick for control of pan, tilt and zoom
- --Positional Rotary Control for focus
- --Fader type control for adjusting pre-programmed times
- --Numerical selection keypad for shot selection

3.2.3 Function buttons to include:

- -- CAM 1 CAM 8: for camera selection purposes
- --CUT: rapid movement to pre-stored shot
- --FADE: timed movement to a pre-stored shot
- --STOP: halts camera movement
- --STORE NEXT: for storing new shots
- --STORE THIS: for modifying stored shots
- --FADE 1 8: for triggering moves on all 8 cameras
- --Zoom compensation On/Off enabling precise joystick control when zoomed in
- -- Pan and Tilt Joystick reversal buttons

3.2.4 Operator Displays:

- --Display 1: LCD or CRT display to show the detailed status of the selected camera (THIS shot, NEXT shot, limits, on shot etc)
- --Display 2: LCD or CRT to show the THIS and NEXT shot status of all cameras

Both displays shall have brightness and contrast adjustments.

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3.2.5 Electronics and Connections:

- --All connection to the pan and tilt head electronics is to be via Ethernet. This is to be fully compliant with IEEE 802.3u and IEEE 802.3x Full duplex flow control
- --The Panel must be able control a Preview Monitor Router to switch the output from the selected camera to a preview monitor in front of the operator
- --The panel must be able to receive "Tally" information and display when the selected camera is On-Air
- -- Panel Identification is to be via an I/P Address
- --Panel configuration details are to be via an editable text file that can be accessed and changed by a PC or laptop

3.3 Head Electronics - 8 Units required

- --Input: Power and Ethernet
- --Outputs: Pan, tilt, zoom and focus drive signals
- --Shot Storage: More than 600 Shots (pan, tilt, zoom and focus) per camera
- --Sequences: 10 sequences of 10 or more shots
- --Head electronics identification is to be via an I/P Address
- --Head Electronics configuration details are to be via an editable text file that can be accessed and changed by a PC or laptop

3.4 Cue Computers - 2 Units + 8 Touch Screen required.

- -- Cue Computers are to be rack mounted and PC based
- -- Cue Computers Operating Systems should be Windows XP
- -- Cue Computers must be able to communicate with 8 Touch screens simultaneously
- -- Cue Computers Identification is to be via an I/P Address
- -- Cue Computers configuration details are to be via an editable text file that can be accessed and changed by a PC or laptop

4.0 Additional Equipment

In addition to the above, the House of Representatives requires two small robotic pan and tilt heads with control electronics.

4.1 Head Specification

- --Mechanical travel pan : 330°
- --Mechanical travel tilt: ± 90°
- -- Maximum speed: 60° / sec
- --Minimum smooth speed: less than 0.1 ° / sec
- --Repeatability: 3 mins. of arc
- --Maximum payload: 15 kg (33 lb)

4.2 Head Electronics.

The electronics may be mounted inside the head or can be external to the head. It is beneficial that as much as possible of the electronics is identical to the equipment to be supplied to control the 425 pan and tilt heads.

4.2.1 Specification

- --Input: Power and Ethernet
- --Outputs: Pan, tilt, zoom and focus drive signals
- --Shot Storage: More than 600 Shots (pan, tilt, zoom and focus) per camera
- --Sequences: 10 sequences of 10 or more shots
- --Head electronics identification is to be via an I/P Address
- --Head Electronics configuration details are to be via an editable text file that can be accessed and changed by a PC or laptop

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.004 MARKING

AUGUST 2002

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

D.2 HC.4.005 PACKAGING

AUGUST 2002

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at destination. Printing, copying, and finishing (e.g., binding of packages) shall be accomplished in the most economical manner consistent with commercial practices.

D.3 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.003 INSPECTION OF SERVICES

JUNE 2002

- a. Definitions. "Services," as used in this clause, include services, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain a quality assurance system acceptable to the House covering the services under this contract. Complete records of all quality assurance work performed by the Contractor shall be maintained and made available to the Contracting Officer (CO), Contracting Officer's Representative (COR) or their designated representative, during contract performance and for one year after contract termination.
- c. The COR has the right to inspect and test all services called for by the contract at all times and places during the term of the contract. The COR shall perform quality assurance reviews and tests in a manner that will not unduly delay or impede the contractor's work.

E.2 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.3 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

- a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.
- b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.
- c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.
- d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.
- e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.
- f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 DELIVERABLE ITEMS

The contractor shall deliver the equipment and complete all installation/implementation requirements by August 30, 2006, including the delivery of all reports.

F.2 HC.6.001 PERIOD OF PERFORMANCE

MAY 2001

The term of this contract shall commence on the date of award and be completed pursuant to Section F.1 or the selected schedule(s) as specified in Section B of the contract.

F.3 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.4 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.5 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
- (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
- (2) Complete satisfactory settlement of all customer complaints and claims.
- (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.

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(5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

F.6 HC.6.007 SUSPENSION AND DEBARMENT

MAY 2001

- a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House approved subcontractor, in full or in part. The contracting officer initiates suspensions.
- (1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.
- (2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and

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- (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.7 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.8 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

- a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performanced-Based Surveillance Plan, if applicable.
- b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

Barbara Burkhalter
Associate Administrator, Office of Finance and Procurement
Room 331 Ford House Office Building
U.S. House of Representatives
Washington, D.C. 20515
Telephone: (202) 225-2921

Telephone: (202) 225-2921 Fax: (202) 226-2214

- 1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.
- 2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.
- 3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other then the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.
- b. Contracting Officer's Representative (COR):

Name:

Title:

Address:

Phone:

Fax:

E - mail:

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer

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and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that my be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

- 2. Additional responsibilities of the COR are as follows:
 - Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
 - Review, approve, and process contractor invoices.
 - Submit periodic report(s) to the Contract Administrator (CA).
 - Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.
- c. Contract Administrator:

Christine Stewart
Procurement Specialist
Office of Finance and Procurement
356 Ford House Office Building
Washington, D. C. 20515
202-226-2757
Fax: 202-226-2214

christine.stewart@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.3 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE

FEBRUARY 2005

Name:			_	
Title:	T-1117			
Address:		 		
Phone:				
Fax:				
E-mail:		.		

- b. The ACR shall provide periodic status reports to the COR pursuant to clause G.10 (HC.7.005) of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.
- c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.4 HC.7.009 KEY PERSONNEL

FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

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- b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.
- c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.5 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.6 HC.7.003 INVOICES

FEBRUARY 2005

- a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' Office of Finance and Procurement website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.
- b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number Name of Contractor Point of Contact House Contract Number Task/Delivery Order Number (as appropriate) Invoice Number Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)
Period of Performance
Brief Description of Item
Quantity Delivered
Unit Price
Extended Price
Total Price of all deliverables contained on Invoice
Payment Terms, if appropriate (Example: 2% 10 - Net 30)

- d. The House does not pay federal, state or local taxes unless mandated by law.
- e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.
- G.7 HC.7.004 INVOICE FOLLOW-UPS

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All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.8 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

- a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:
- 1. Reporting Period
- 2. Contractor's Program Manager's Name
- 3. Work Accomplished During the Period (i.e. new installations, relocations, etc.), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
- 4. Anticipated Activity for Next Reporting Period
- 5. Outstanding Issues
- b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

G.9 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY CONTRACT PERFORMANCE

FEBRUARY 2005

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

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c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.11 HC.7.024 REPORTS/PLANS/SCHEDULES

FEBRUARY 2005

All reports, plans, schedules and other submittals provided by the Contractor are subject to approval by the CO or COR.

- a. The Contractor is required to perform in accordance with the Government's existing plans and schedules or as directed by the CO or COR until the Contractor's "Deliverables" (submittals) are approved.
- b. The Contractor is required to submit deliverables and reports to the CO or COR at specified times throughout the life of this contract which are considered critical to the successful completion of all contractual requirements. The following milestone chart lists deliverables and reports which must be provided by the Contractor at specified due date(s):

MILESTONE CHART FOR CONTRACTOR DELIVERABLES

Item	Due Date	Approval Authority	Reference
0001Report	Weekly/Close of Business Fridays	COR	
0002 Report	Monthly/NLT 15th	COR	
0003 Report	Quarterly	COR	
0004 Report	Annually	COR	

G.12 HC.7.025 RELEASE OF CLAIMS

FEBRUARY 2005

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

G.13 HC.7.010 POST AWARD CONFERENCE

FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues, unless the House and the contractor determine that such a conference is not necessary.

G.14 HC.7.013 DELEGATION OF AUTHORITY

AUGUST 2002

The parties to this contract, in their discretion, may delegate to representatives within their respective organizations any of their ministerial functions in connection with this contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by the Contractor to fulfill the obligations of this contract will be made in writing to the Contracting Officer (CO), U.S. House of Representatives (House).

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

This is a firm fixed price contract.

H.2 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.3 HC.8.016 GOVERNMENT LIABILITY

AUGUST 2002

Consistent with the Federal Tort Claims Act (28U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Vendor's personnel or damage to the Vendor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

H.4 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

H.5 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

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H.6 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.7 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.8 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

H.9 HC.8.008 WARRANTY

JUNE 2001

- (1) All warranty rights applicable to House owned equipment shall apply and pass through to any House designated contractor/vendor acting on the Original Equipment Manufacturer's behalf to service and maintain equipment. The contractor (if they are the resellers of equipment) must notify the office that this warranty exists and disclose the terms, conditions, and period of performance under the warranty.
- (2) Warranty period shall begin on the official installation date as identified on the equipment installation notice provided to the House's Office Systems Management department. Warranties must be on site unless otherwise specified.
- (3) For equipment that has not been covered under a maintenance work contract since the end of its warranty period, the contractor shall inspect equipment to determine if it is in good operating condition. If repair is required to bring the equipment up to good operating condition, the repair cost, if any, will be billed to the House according to the contractor's published time and materials rates. Commencement date for maintenance of equipment will begin on date of inspection and verification that equipment is in good operating condition.

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SECTION I -- CONTRACT CLAUSES

I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.2 HC.9.002 OBSERVANCE OF LAWS

MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.3 HC.9.003 DISPUTES

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.4 HC.9.004 AVAILABILITY OF FUNDS

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

I.5 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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I.6 HC.9.019 BUY AMERICAN

MARCH 2003

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the cost of its components are of the growth and manufacture of the United States.

(a) Definitions. As used in this clause--

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for House use.

"Foreign end product" means an end product other than a domestic end product.

(b) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certification."

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.2 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Detailed business history.
- c. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- d. Key point of contact (POC) list and telephone number.

K.3 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.4 HC.11.006 QUALITY INFORMATION

JULY 2001

- a. Quality Policy
- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

K.5 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

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K.6 HC.11.009	PERIOD FOR ACCEPT	TANCE OF PROPOSAL JULY	2001
In the event the offeror provided that the House	receives award of this contract, makes the award of the contrac	the award shall be based on the prices set forth in the offered withincalendar days after receipt of the offer.	or's proposal
K.7 HC.11.020	BUY AMERICAN ACT	Γ CERTIFICATION MARC	CH 2004
The offeror has considered. The offeror shall list as a products. The terms "continue the clause HC.9.019 of the clause HC.9.019 and the clause HC.9.019 are the clause HC.9.019 and the clause HC.9.019 are the clause HC.9.0	ed components of unknown originaries end products those end mponent," "domestic end produtis solicitation entitled "Buy Ass:	hose listed in paragraph (b) of this provision, is a domestic egin to have been mined, produced, or manufactured outside products manufactured in the United States that do not qual act," "end product," "foreign end product," and "United Statemerican Act." Country of Origin: [List as necessary]	the United States.
K.8 HC.11.019	SIGNATURE	AUGU	ST 2002
I certify that these repres knowledge, and belief.	sentations, certifications, and or	ther statements are complete and accurate to the best of my	information,
NAN	ME OF OFFEROR	DATE	
the state of the s	ATURE OF PERSON THORIZED TO SIGN		
PRINT	TED NAME OF PERSON		

AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be conducted Friday, February 17, 2006, at 10:30 a.m. in Room B-310 Rayburn House Office Building. Offerors shall be limited to two representatives and name(s) must be supplied at least two days prior to the pre-proposal conference to the Office of Finance and Procurement by email to christine.stewart@mail.house.gov or by facsimile to (202)226-2214. A tour of the facility will be provided on February 17th only and no other tours will be authorized.

All questions concerning this RFP must be submitted in writing to the House and may be submitted in advance of or at the preproposal conference. Questions must be submitted via email to christine.stewart@mail.house.gov. The deadline for receipt of all questions regarding this solicitation is Monday, February 20, 2006. Questions and answers will be published in an Amendment to the solicitation.

L.2 HC.12.003 SUBMISSIONS

MARCH 2004

Offerors shall submit one electronic version in MS Word or PDF format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The electronic version shall be emailed to christine.stewart@mail.house.gov with a copy to lawrence.toperoff@mail.house.gov. No HAND CARRIED proposals will be accepted and facsimile proposals will NOT be accepted.

L.3 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JU

JULY 2001

- (1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered, unless it is received before award is made, the CO considers it to be in the best interest of the House, and it:
- (a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or
- (b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or
- (c) Was sent by the U.S. Postal Service Express Mail Next Day Service Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or
- (2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- (3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

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- (5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- (6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.5 HC.12.010 CONTENT OF PROPOSALS

JULY 2001

Each proposal shall include a technical and administrative/pricing section and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Both parts, properly identified, may be in the same binder or loose-leaf cover. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

The submission requirements as used herein includes all written and drawn project documentation, referenced documents, and materials.

- 1. Proposals must be based on the Statement of Work.
- 2. Proposals must be submitted in the format requested, and include all options and value-added enhancements.
- 3. The Offeror is responsible to determine the materials and quantities required to provide the functions and performance described in the Statement of Work.
- 4. Offeror is responsible to supply all accessories and minor items not mentioned in the specification but required for a complete and properly functioning system meeting the functional and performance requirements of the specification, without claim for additional payment.
- 5. Offeror is responsible for determining needed permits, fees, code requirements, dimensions and job site conditions prior to bidding.
- 6. Offeror shall perform all the specified work without utilizing subcontractors, unless the subcontractor(s) were specified as part of the offer, and the offeror attaches corporate capabilities forms for the subcontractor(s).
- 7. Offerors wishing to utilize subcontractors must indicate the scope of work of each subcontractor.

Proposal Format

a. Administrative and Price Proposal:

- (1) "Section A of RFP." The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (2) "Section B Price Schedules." Offeror shall complete Section B and provide a proposed price which will address all requirements as well as others the offeror may wish to offer.
- (3) "Section G Contract Administration." Offeror shall complete the required sections of Section G.
- (4) "Section K Representations, Certifications, And Statements Of Offerors." Offeror shall complete the required sections of Section K.

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b. Technical Proposal:

(1) "Management/Technical Approach"

The offeror shall describe the overall approach to providing services in accordance with specifications herein. The proposal should discuss planned approaches to meet the requirements called for in the statement of work and other opportunities for the offeror and the CAO to work as partners in improving the House environment.

As a guide, the approach shall include, at a minimum, the following:

- -- Demonstrated ability to meet the objectives of the House as follows:
 - --equipment specifications
 - --installation requirements
 - --training requirements
- --Process for managing the timely delivery of goods and services
- --Process for assuring the quality of content in delivered products and/or services
- --System documentation
- --Implementation Plan

Proposed technical solutions that do not meet the basic objectives of the House will be disqualified from further review.

The offeror shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:

- · To ensure proper planning for work breakdown and schedules
- · Service team structures
- · To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- · Working relationship with the COR and House staff

The offeror shall provide resumes of all senior technical staff and key program management personnel. Staff capabilities will be evaluated based on technical experience and experience servicing customers in the Legislative Branch.

Note: Offerors whose products are misrepresented during the solicitation phase, who are subsequently awarded a contract, will be subject to the penalty provisions of the contract.

(2) "Corporate Capabilities and Past Performance"

Provide pertinent experience and qualifications in conducting similar services as stated in the solicitation, and, specifically, corporate stability and sound organizational qualities. Provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume on the key management personnel listed in the chain of command.

The offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the offeror intends to staff this contract (with key and non-key technical personnel) to successfully meet all the requirements of the statement of work.

The offeror shall provide references for five current or recent (within three years) customers and five past customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, pick-up and delivery sites, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

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The House intends to make a single award to the offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors with technical approach, management approach, corporate capabilities, and past performance being equal and more important than price*.

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

- 1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
- 2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
- 3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.